

NICHOLLS STATE UNIVERSITY  
PURCHASING DEPARTMENT  
PO BOX 2052 University Station  
104 Elkins Hall  
Thibodaux, La 70310  
Phone No. (985) 448-4038 - Fax No. (985) 448-4921  
EO/AA Employer, M/F/H/V

BID NO. **SB01846**

Date: **04/06/2022**

**INVITATION, BID AND ACCEPTANCE**

Sealed bids, subject to the conditions herein stated and attached hereto, will be received at this office until **3:00 P.M. on 04/28/2022** and then publicly opened for furnishing the items and/or services as described below for Nicholls State University.

Signed   
**Terry G. Dupre, Sr.**  
**Director of Purchasing**

*The right is reserved to reject all or part of your offer as well as to cancel this entire solicitation*

**DESCRIPTION**

**"Bus Charter Service Contract"**

**INSTRUCTIONS:**

1. YOUR BID SHALL BE MADE ON THE ATTACHED BID FORM(S) AND RETURNED WITH THIS "INVITATION" IN A SEALED ENVELOPE WITH YOUR NAME AND ADDRESS ON THE OUTSIDE OF THE ENVELOPE YOUR BID IS SUBMITTED IN. THE ENVELOPE MUST CLEARLY IDENTIFY THE BID TITLE, BID NUMBER, AND THE SCHEDULED RETURN DATE AND TIME. IF THE SOLICITATION REQUIRES THAT THE WORK IN THE SOLICITATION MUST BE PERFORMED BY A LICENSED LOUISIANA CONTRACTOR, THEN YOUR LOUISIANA CONTRACTORS LICENSE NUMBER MUST BE WRITTEN ON THE OUTSIDE OF THE ENVELOPE THE BID IS SUBMITTED IN.
2. The University cannot accept bids or alterations by wire, phone or facsimile.
3. ALL PRICES ARE TO BE QUOTED COMPLETE AND F.O.B. NICHOLLS STATE UNIVERSITY, THIBODAUX, LA.
4. All prices assumed firm unless otherwise stated.
5. Any bid received after bid closing time will be returned unopened.
6. As a state agency, the University is NOT liable for state sales tax in acted by the State Legislature and in effect at the time of issuance of the order. Do not include federal excise tax unless requested.
8. Unless otherwise specified all bids shall be binding for 30 calendar days from date of bid opening.
9. THIS BID INVITATION SHEET MUST BE SIGNED IN ACCORDANCE WITH R.S. 39:1556(53). YOUR SIGNATURE IDENTIFIES YOUR INTENT TO BE BOUND. FAILURE TO SIGN THIS PAGE AND INCLUDE IT WITH YOUR BID RESPONSE MAY RESULT IN YOUR BID NOT BEING CONSIDERED.
10. Additions for packing or other items not quoted will not be allowed.

**BIDDER SHOULD FILL IN ALL BLANK SPACES**

Terms will be and shipment will be made within \_\_\_\_\_ days of receipt of order.

**BID**

In compliance with the above invitation for bids and subject to the conditions thereof, the undersigned offers and agrees if this bid be accepted within \_\_\_\_\_ days from the date of opening to furnish any or all of the items (or sections) at the price set opposite each item (or section). (In case of a continuing contract this price shall remain in effect until \_\_\_\_\_.)

Bidder \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Email \_\_\_\_\_

Signed \_\_\_\_\_  
Title \_\_\_\_\_  
Phone (\_\_\_\_\_) \_\_\_\_\_  
Fax (\_\_\_\_\_) \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

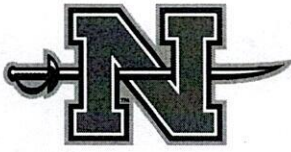
**NAME OF BIDDER MUST MATCH NAME ON ATTACHED W9 FORM.**

**NAME ON W9 FORM MUST AGREE WITH THE NAME ASSIGNED TO FEDERAL TAX ID NUMBER PROVIDED.**

Acceptance by NICHOLLS STATE UNIVERSITY, THIBODAUX, LOUISIANA as to items numbered:

Signed \_\_\_\_\_

Date \_\_\_\_\_



Nicholls State University

**Purchasing Office**

P. O. Box 2052 – Thibodaux, LA 70310  
985.448.4038 – Fax: 985.448.4921

April 6, 2022

**PUBLIC NOTICE INVITATION TO BID**

Sealed bids will be received by the Purchasing Department, NICHOLLS STATE UNIVERSITY, Thibodaux, La. on, **April 28, 2021** at **3:00 P.M.** for:

**"Bid Number SB01846 –Bus Charter Service Contract"**

At which time and place the bids will be publicly opened and read aloud. Any bid received after closing time will be returned unopened.

Copies of the specifications may be obtained in electronic format by visiting the State of Louisiana, Office of State Purchasing, LaPAC Web Site, <http://www.wprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>. Copies of specifications are on file in the Office of the Director of Purchasing, NICHOLLS STATE UNIVERSITY, Thibodaux, LA. To obtain a copy of the specifications from Nicholls State University, call (985) 448-4038 or e-mail [terry.dupre@nicholls.edu](mailto:terry.dupre@nicholls.edu) or [evelyn.summers@nicholls.edu](mailto:evelyn.summers@nicholls.edu)

Workers Compensation and Employers Liability required under this contract. Evidence of General Liability and Automobile Liability insurance required under this contract.

Bids must be returned to the Purchasing Office in sealed envelopes. Bids must be submitted on the form enclosed with the bid specification, and in strict conformity with the intent of same without modifications. Bids must be signed in ink, dated, and title of person signing the bid should be shown on the bid.

No bid may be withdrawn after the scheduled closing time for receipt of bids for at least thirty (30) days.

The University reserves the right to reject any or all bids, and to waive any informalities.

Evidence of authority to submit the bid shall be required in accordance with R.S. 38:2212(B)(5) and/or R.S. 39:1594(C)(4).

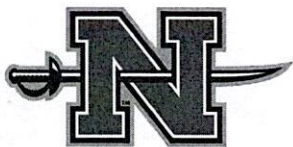
An Equal Opportunity Employer.

NICHOLLS STATE UNIVERSITY  
THIBODAUX, LOUISIANA

Terry G. Dupre, Sr.  
Director of Purchasing, Property Control  
and Support Services Administration

**TO BE RUN: April 12, 2022**  
**BID DUE: April 28, 2022**





Nicholls State University

**Purchasing Office**

P. O. Box 2052 – Thibodaux, LA 70310  
985.448.4038 – Fax: 985.448.4921

## NOTICE TO VENDORS INFORMATION FOR STATE OF LOUISIANA HUDSON INITIATIVE

The Louisiana Initiative for Small Entrepreneurships (the Hudson Initiative) was established in accordance with La. R.S. 39:2001- 2008 and La. R.S. 51:931. This is a goal-oriented program which encourages State agencies to contract with certified small entrepreneurships, as well as encouraging contractors who receive contracts from the State to use good faith efforts to utilize certified small entrepreneurships as subcontractors in the performance of the contract. The Hudson Initiative is a race and gender-neutral program. The primary intent of this program is to provide additional opportunities for Louisiana-based small entrepreneurships that are certified by the Louisiana Department of Economic Development to participate in contracting and procurement with the State. The comprehensive rules governing the implementation of the program are located at <http://www.doa.la.gov/pages/osp/se/secv.aspx>. This program is under the auspices of Louisiana Department of Economic Development. All State departments/agencies including the Office of State Procurement, Facility Planning and Control, and the Department of Transportation and Development, as well as colleges and universities, and community and technical colleges are encouraged to participate in this program. The Office of State Procurement facilitates the administration of the program.

Certain procurements will be designated as suitable for participation in the Hudson Initiative. In order to be responsive to the solicitation, the vendor must either be a certified small entrepreneurship, in accordance with La. R.S. 39:2006, or put forth a good faith subcontracting plan to utilize certified small entrepreneurships in the performance of the contract.

In order to assist in locating those small entrepreneurships that are certified by the Department of Economic Development, a "quick reference list" has been compiled, which is arranged alphabetically and by commodity class. This list is automatically refreshed (updated) each time it is opened. The complete list of certified small entrepreneurships is maintained by Louisiana Department of Economic Development, which is responsible for certification of businesses. The list may be accessed here:  
<https://smallbiz.louisianaeconomicdevelopment.com/Search>.

Small entrepreneurships that are not currently certified and are interested in participating in procurement and contracting opportunities with the State under the Hudson Initiative are encouraged to visit the Louisiana Economic Development Small Business Certification System at <http://www.louisianaeconomicdevelopment.com/page/hudson-initiative> for qualification requirements and on-line certification. After certification, businesses are encouraged to register in the LaGov Supplier Portal: [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg).



**STATE OF LOUISIANA  
NICHOLLS STATE UNIVERSITY  
THIBODAUX, LOUISIANA  
A Member of the University of Louisiana System**

Rev. 10/2020

The Nicholls State University (NSU) Purchasing Department will receive sealed bids until 3:00 P.M. on the bid opening date specified in the solicitation document. No bid responses will be considered by the NSU Purchasing Department received after 3:00 P.M. on the date specified. Beginning at that time, bids shall be publicly opened and read aloud to those present in the NSU Purchasing Department.

**Mail address:** Nicholls State University  
Purchasing Department  
P. O. Box 2052  
Thibodaux, LA 70310

**Delivery:** Nicholls State University  
Purchasing Department  
906 East First Street  
Room 104 Elkins Hall  
Thibodaux, LA 70301

Bids submitted are subject to LA R.S. 39:1551-1736; Purchasing Rules and Regulations; Executive Orders; General Conditions; any Special Conditions; and Specifications listed in the solicitation document.

The purpose of this solicitation is to set forth the requirements and specifications of Nicholls State University. The contents of this solicitation and the Bidder/ Vendor/ Contractor's bid response shall become contractual obligations if a contract (purchase order) ensues.

**INSTRUCTIONS TO BIDDERS**

- 1) **Bid Forms:** All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed in accordance with R.S. 39:1556(53) by an authorized representative of the bidding entity. Bid prices shall be typewritten or in ink. Bids submitted in the following manner will not be accepted: (1) bid contains no signature indicating intent to be bound; (2) bid filled out in pencil; and (3) bid sent by facsimile equipment. Price alterations to bid responses received before bid opening time will be considered provided the written price alteration has been received and time-stamped before bid opening time. Any other alterations of the bid response form or foreign conditions attached thereto may cause rejection of the bid response without further consideration.

**The NSU Purchasing Department reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.**

- 2) **Sealed Envelope:** To assure consideration, all bids must be submitted in a sealed envelope. The Envelope must contain: **THE BID NUMBER, THE DUE DATE AND TIME, AND THE NAME OF THE BIDDER.**

**ADDITIONALLY: THE OUTSIDE OF THE BID ENVELOPE MUST CONTAIN THE STATE OF LOUISIANA CONTRATOR'S LICENSE NUMBER SHOULD THE WORK PROVIDED IN THE SPECIFICATION REQUIRE THAT THE BIDDER BE LICENSED BY THE LOUISIANA STATE LICENSING BOARD FOR CONTRACTORS IN THE APPROPRIATE CLASSIFICATION FOR THE WORK TO BE PERFORMED UNDER THIS SPECIFICATION OR THE SPECIFIC CLASSIFICATION IDENTIFIED IN THE ADVERTISEMENT OR THE SPECIFICATION.**

**THE CONTRACTOR'S LICENSE NUMBER SHALL APPEAR FOR ANY BID SUBMITTED IN THE AMOUNT OF \$50,000 OR MORE. \$10,000.00 OR MORE FOR ELECTRICAL OR MECHANICAL WORK.**

**FAILURE OF THE BIDDER TO WRITE THE CONTRACTOR'S LICENSE NUMBER ON THE OUTSIDE OF THE BID ENVELOPE SHALL CAUSE THEIR BID TO BE AUTOMATICALLY REJECTED AND NOT READ.**

- 3) **Standard of Quality:** Any product or service bid shall conform to all applicable Federal and State laws and regulations and specifications contained in the solicitation document. Unless otherwise specified in the solicitation document, any manufacturer's name, trade name, brand name, or catalog number used in the specifications is for the purpose of describing the quality level and characteristic required. Bidder should specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the solicitation document.
- 4) **Descriptive Information:** Bidders proposing an equivalent brand or model should submit with the bid response information (such as illustrations, descriptive literature, technical data) sufficient for the University to evaluate quality, suitability, and compliance with the specifications of the solicitation document. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specification submitted for a product shall be verifiable by the manufacturer. If item(s) bid does not comply with specifications (including brand and/or product number), bidder should state in what respect the item(s) deviate. Failure to note exceptions on the response form will not relieve the successful bidder(s) from supplying the actual products requested.
- 5) **Bid Opening:** Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined 72 hours after request is made. Information pertaining to completed files may be secured by visiting the NSU Purchasing Department during normal working hours. Written bid tabulations will not be furnished.
- 6) **Louisiana Preference:** Preference is hereby given to products produced, manufactured, harvested, grown or assembled in Louisiana which are equal in quality to products produced, manufactured, harvested, grown or assembled outside of Louisiana. The bidder shall state his right to claim the ten percent (10%) preference in his bid response on the form provided and the bidder should state the respective Louisiana location where each qualifying item is produced, manufactured, harvested, grown or assembled.







## **GENERAL CONDITIONS**

Rev 06/2020

- 1) **Prices:** Unless otherwise specified in the solicitation, bid prices shall be complete, including transportation and handling prepaid by the bidder to destination - NSU, Thibodaux, LA. Bids other than FOB destination may be rejected. Bid prices should be quoted in the unit of measure stated. Bid prices shall be firm for a minimum of thirty (30) calendar days, unless otherwise specified by NSU in the solicitation document.
- 2) **Payment Terms:** Cash discounts for less than 30 days may be offered, but will not be considered in determining awards. Bids containing "payment in advance" or "COD" requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
- 3) **Delivery:** Bids may be rejected if the delivery time indicated is longer than that specified in the solicitation document.
- 4) **Taxes:** Bidder is responsible for including all applicable taxes in the bid price. The University is currently exempt from Louisiana State Sales and Use Taxes, and local parish and city taxes. An exemption certificate for state sales and use tax can be provided upon request.
- 5) **New Products:** Unless specifically called for in the solicitation document, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation document. The manufacturer's standard warranty will apply unless otherwise stated in solicitation.
- 6) **Default of Contractor:** Failure to deliver within the time specified in the solicitation document will constitute a default and may cause cancellation of the contract. Where the University has determined the contractor to be in default, the state reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
- 7) **Contract Cancellation:** The University shall have the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to, the following: (1) failure of the vendor to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the contractor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.
- 8) **Applicable Law:** All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
- 9) **COMPLIANCE WITH CIVIL RIGHT LAWS:** By submitting and signing this bid, bidder agrees **The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.**  
  
**Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of any contract awarded as a result of this solicitation.**
- 10) **SPECIAL ACCOMMODATION:** Any "Qualified individual with a Disability" as defined by the American with Disabilities Act who has submitted a bid and desires to attend the bid opening, must notify this office in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.
- 11) **INDEMNITY:** Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the state, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees. However, the contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the state, its officers, its agents or its employees.



**12) CERTIFICATION OF NO SUSPENSION OR DEBARMENT:** By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA), in accordance with the requirements in OMB Circular A-133. A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov/index.html/#1>.

**13) FEDERAL CLAUSES, IF APPLICABLE:** ANTI-KICKBACK CLAUSE- The contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

CLEAN AIR ACT- The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal Contracts, Grants or Loans of Facilities included on the EPA list of Violating Facilities.

ENERGY POLICY AND CONSERVATION ACT- The contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

CLEAN WATER ACT- The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal Contracts, Grants or Loans of Facilities included on the EPA list of Violating Facilities.

ANTI-LOBBYING AND DEBARMENT ACT- The contractor will be expected to comply with Federal Statutes required in the Anti-Lobbying Act and the Debarment Act.



**SPECIAL CONDITIONS**

**BID NUMBER: SB01846 BID OPENING: 04/28/2022**

**06/2020**

.....  
**NOTICE TO BIDDERS:**

- A. ITEMS PURCHASED THAT ARE PRODUCED, MANUFACTURED, ASSEMBLED, GROWN, OR HARVESTED IN LOUISIANA ARE SUBJECT TO PREFERENCE LAWS, SEE BELOW.
- B. PROCUREMENT OF DOMESTICS PRODUCT ACT: ITEMS MANUFACTURED IN THE UNITED STATES ARE SUBJECT TO PREFERENCE LAWS, SEE BELOW.

- .....  
**A. In accordance with the Louisiana Revised Statute 39:1604, a preference of 10% may be allowed for materials, supplies, products, provisions, or equipment which are produced, manufactured, or assembled in Louisiana, as defined in R.S. 38:2251(A), and which are equal in quality to other materials, supplies, products, provisions.**

DO YOU CLAIM THIS PREFERENCE? YES \_\_\_\_\_ NO \_\_\_\_\_

SPECIFY ITEM NUMBER(S) \_\_\_\_\_

**Specify location within Louisiana where this product is produced, manufactured, grown or assembled:** \_\_\_\_\_

*FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.*

*Bidder shall provide with bid detailed information as to how the item qualifies for this preference. This preference may be allowed if all of the following conditions are met:*

- 1) *The cost of such items does not exceed the cost of other items which are manufactured, processed, produced, or assembled outside the state by more than ten percent.*
- 2) *The vendor of such Louisiana items agrees to sell the items at the same price as the lowest bid offered on such items.*
- 3) *In cases where more than one bidder offers Louisiana items which are within ten percent of the lowest bid, the bidder offering the lowest bid on Louisiana items is entitled to accept the price of the lowest bid made on such items.*

- B. In accordance with the Louisiana Revised Statute 39:1604.7, Procurement of Domestic Products Act, a preference of 5% may be allowed for materials, supplies, product, provisions, or equipment which are manufactured in the United States and which are equal in quality to other material, supplies, products, provisions, or equipment.**

DO YOU CLAIM THIS PREFERENCE? YES \_\_\_\_\_ NO \_\_\_\_\_

SPECIFY ITEM NUMBER(S) \_\_\_\_\_

**Specify location within the United States where this product is produced, manufactured, grown or assembled:** \_\_\_\_\_

*FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.*

*Bidder shall provide with bid detailed information as to how the item qualifies for this preference. This preference may be allowed if all of the following conditions are met:*

- 1) *The cost of such items does not exceed the cost of other items which are manufactured outside the United States by more than five percent.*
- 2) *The vendor of such items agrees to sell the items at the same price as the lowest bid offered on such items.*
- 3) *In cases where more than one bidder offers items manufactured in the United States which are within five percent of the lowest bid, the bidder offering the lowest bid on such items is entitled to accept the price of the lowest bid made on such items.*
- 4) *The vendor certifies that such items are manufactured in the United States.*



### **CONDITIONS OF PURCHASE**

The following conditions, unless otherwise stated in the bid document, will apply to all purchase orders:

Merchandise must be accompanied by delivery slip or shipping list showing items shipped or delivered and the purchase order number. THE PURCHASE ORDER NUMBER must appear on all invoices, delivery memoranda, bills of lading packages and correspondence.

The University is not responsible for goods delivered or work done without a written order. No allowance for boxing or crating. Unauthorized quantities in excess of this order will be returned or held subject to shipper's order, expense and risk.

Contractor warrants that the merchandise to be furnished hereunder will be in full conformity with the specifications, drawing or sample and agrees that this warranty shall survive acceptance of the merchandise and that contractor will bear the cost of inspecting rejected merchandise.

All rejected goods will be held at contractor's risk and expense, subject to contractor's prompt advice as to disposition. Unless otherwise arranged, all rejected goods will be returned at contractor's expense.

Contractor will, at its expense defend the University against any claim that any merchandise to be furnished hereunder infringes a patent or copyright in the United States or Puerto Rico, and will pay all costs, damages and attorney's fees that a court finally as a result of such claim.



VENDOR INFORMATION SHEET

Please complete this page and the W9 form. The Vendor Information Sheet and W9 form should be completed by new and current vendors of the University and both completed documents should be submitted with bid response.

ORDER FROM NAME AND ADDRESS:

**NAME OF BIDDER MUST MATCH NAME ON ATTACHED W9 FORM.  
NAME ON W9 FORM MUST AGREE WITH THE NAME ASSIGNED  
TO FEDERAL TAX ID NUMBER PROVIDED.**

\_\_\_\_\_  
Address Line 1

\_\_\_\_\_  
Address Line 2

\_\_\_\_\_  
Address Line 3

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
FAX

\_\_\_\_\_  
E-Mail Contact Address

REMIT TO ADDRESS:

**NAME OF BIDDER MUST MATCH NAME ON ATTACHED W9 FORM.  
NAME ON W9 FORM MUST AGREE WITH THE NAME ASSIGNED  
TO FEDERAL TAX ID NUMBER PROVIDED.**

\_\_\_\_\_  
Address Line 1

\_\_\_\_\_  
Address Line 2

\_\_\_\_\_  
Address Line 3

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
FAX

\_\_\_\_\_  
E-Mail Contact Address



## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

\_\_\_\_ - \_\_\_\_

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ►

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



**SPECIFICATIONS**  
**Nicholls State University**  
**Thibodaux, Louisiana**  
**Charter Buses – Nicholls State University Athletic Teams**  
**Page 1 of 4**

**Scope of Solicitation:**

Furnish charter buses, labor, permits, drivers, etc., necessary for team travel for the 2022-2023 season of Nicholls State University athletic teams, located on the campus of Nicholls State University, Thibodaux, Louisiana, according to the conditions and specifications as follows:

Note: The Nicholls Band, Student Program Association, or Student Government Association may have use of this contract as well.

**Specifications:**

A single bus will be used for all trips for each sport, except football. Football will use three (3) buses for each trip.

All buses must be 2015 or newer. Buses older than 2015 will not be accepted.

All buses must include the following equipment in good to excellent operating condition:

- a. All mechanical equipment must be maintained at or above industry standards.
- b. Tires must be in excellent condition.
- c. TV's and DVD players must be of high quality and able to be viewed from any and all seats.
- d. Bathrooms and seating areas must be in excellent sanitary and operating conditions.
- e. All buses must include either state of the art radio communications and or cellular telephones for use in emergency situations.
- f. Air conditioning and heating must be in excellent operating condition.
- g. Satellite TV (if available)
- h. All buses provided must have WiFi services.

Meals for bus driver will be the responsibility of the successful bidder.

Nicholls State University will be responsible for booking and paying for the driver's hotel room. Hotels will be selected by Nicholls State University.

Driver must be dressed appropriately and present himself/herself in a professional manner at all times.

Bus company must be able to provide a 24-hour contact name and telephone number for emergencies.

Successful bidder may be required to submit a list of equipment meeting specifications prior to awarding of the bid.

**All bidders are required to complete a detailed cost calculation sheet for consideration and submit with their bid response. (See Bid Attachment A, pages 1 – 3 included in the bid package). These sheets will be used in the evaluation of the bid pricing**

**NOTE: The sheets do not cover all sports. This is the only information provided for the estimated trips to be taken at the time of the release of the bid.**

**SPECIFICATIONS**  
**Nicholls State University**  
**Thibodaux, Louisiana**  
**Charter Buses – Nicholls State University Athletic Teams**  
**Page 2 of 4**

Quotes provided to the University by the successful bidder and the quotes provided for the trips noted in this bid to be returned with the bid response must include:

- A) The trip is quoted as a day rate or a mileage rate;
- B) The base fuel rate and the noted fuel surcharge
- C) Additional Driver Charges

All buses must have a minimum of 50 seats. Except for smaller busses to be used for smaller team travel which will be a minimum passenger of 30-45.

Bus driver must carry a working cell phone at all times.

The Successful Bidder shall provide a written quote to the Athletic Department when a trip is scheduled for each trip made under this contract. Each quote should indicate a total price, which is broken down into the individual line price provided on the bid form submitted, to ensure that the university is receiving the prices quoted under this bid.

The successful bidder shall be responsible for maintenance and repair of all charter buses. In the event of mechanical malfunction or breakdowns, the vendor will be responsible for providing replacement transportation for the University so that they arrive at the scheduled event. All costs associated with this type of event are the responsibility of the vendor.

**The attached athletic competition schedules are tentative; therefore, dates and times of departure are subject to change during the season. Trips may be canceled, and/or new trips added. Service may be required on any day of the week, and more than one sport may need buses on the same day. The University does not guarantee a minimum number of trips that will be taken.**

**The University shall not be charged a penalty fee if cancellation occurs 12 hours prior to the scheduled trip. The University shall not be charged a penalty fee if cancellation occurs 0 hours prior to the scheduled trip if the athletic competition contest is cancelled due to inclement weather, hurricane, etc.**

**The University shall not be charged a penalty fee if cancellation occurs due to a schedule change and the company cannot supply a bus resulting in the University have to find other transportation.**

**Charter company must provide notice to University should they not be able to provide a bus 48 hours prior to schedule trip.**

**Bid Award:** The award of this contract will be based on Daily cost and mileage. Daily cost includes all equipment, drivers, services, insurance, fuel, taxes, fees, gratuity, and any other trip expense. The University will not incur any additional cost above the contractor's stated bid price.

**It is desired that the successful bidder reflect a commitment and connection to the University. Therefore, the provision of added value commitments such as a sponsorships or scholarships; advertisement; and/or in-kind service will be considered. The bidders offer of such commitments should be submitted with their bid response.**



**SPECIFICATIONS**  
**Nicholls State University**  
**Thibodaux, Louisiana**  
**Charter Buses – Nicholls State University Athletic Teams**  
**Page 3 of 4**

**Term:** The initial term of the contract shall begin July, 01, 2022 and end June 30, 2023. At the option of the University, and the acceptance of the vendor, this contract may be renewed for two (2) additional twelve (12) month periods at the same rates, terms, and conditions.

**Cancellation:**

**Termination for Cause:** The University may terminate this contract for cause bases upon the failure of the contractor to comply with the terms and/or conditions of the agreement provided that the University shall give the contractor written notice specifying the contractor's failure. If within thirty (30) days after receipt of such notice, the contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the contractor in default and the agreement shall terminate on the date specified in such notice. The contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the University to comply with the terms and conditions of this agreement, provided that the contractor shall give the University written notice specifying the University's failure and a reasonable opportunity for the University to cure the defect.

**Termination for Convenience:** The University may terminate this contract at any time by giving thirty (30) days written notice to the contractor of such termination.

**Fiscal Funding:** The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

**Discrimination Clause**

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

**SPECIFICATIONS**  
**Nicholls State University**  
**Thibodaux, Louisiana**  
**Charter Buses – Nicholls State University Athletic Teams**  
**Page 4 of 4**

**Nonassignability:** No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

**Auditors:** It is hereby agreed that the Nicholls State University Internal Auditor, the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of contractor which relate to this contract.

**Codes and Permits:** Said contract shall comply with all local codes and ordinances.

**Industry Regulation Requirements:** The successful bidder must: have a satisfactory DOT Rating, have random drug and alcohol testing, and adhere to Federal Motor Coach Carrier Safety Regulations. DOT Rating shall be provided to Nicholls State University upon request.

**Insurance:** The successful bidder shall maintain limits no less than:

\$5,000,000.00 in general liability

\$5,000,000.00 in automobile liability

Workers Compensation and Employee Liability in accordance with the Workers Compensation Laws of the State of Louisiana.

The successful bidder shall furnish the University with certificates of insurance affecting coverage required by this clause. The certificate for each insurance policy shall be signed by a person authorized by the insurer to bind coverage on their behalf. The certificates shall be received and approved by the University before the first date of contract term, and any subsequent renewal terms.

The University reserves the right to require complete, certified copies of all required insurance policies at any time. The certificates shall name Nicholls State University as an additional insured and grant a waiver of subrogation.

The insurance shall be placed with insurers with a Best's rating of A-VI or higher.



**Nicholls State University**  
**Thibodaux, Louisiana**  
**Charter Buses – Nicholls State University Athletic Teams**  
**Page 1 of 4**

Quantities Stated on this form are estimates only and shall not be  
construed as a guarantee of quantities under this contract

Item No.	Item Description	Quantity	UOM	Unit Price	Extended Amount
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**Group A: Minimum 50 Passenger Bus**

1	Type of Bus- minimum 50 passenger - must include make, model, year, and passenger capacity. Attach additional sheets if necessary	N/A

2	Group A: Motorcoach service from Nicholls State University to New Orleans Airport (one Way) Per Bus. Minimum 50 passenger bus	5	Each	\$ _____	\$ _____
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3	Group A: Motorcoach service from Nicholls State University to Baton Rouge Airport (one Way) Per Bus. Minimum 50 passenger bus	5	Each	\$ _____	\$ _____
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4	Group A: Motorcoach service from Nicholls State University to Lafayette Airport (one Way) Per Bus. Minimum 50 passenger bus	5	Each	\$ _____	\$ _____
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5	Group A: Motorcoach service from Nicholls State University to Lake Charles Airport (one Way) Per Bus. Minimum 50 passenger bus	5	Each	\$ _____	\$ _____
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6	Group A: Motor Coach Service from Nicholls State University to various Cities: One 50 Passenger Bus	25,000	Mile	\$ _____	\$ _____
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**BID FORM**  
**Nicholls State University**  
**Thibodaux, Louisiana**  
**Charter Buses – Nicholls State University Athletic Teams**  
**Page 2 of 4**

Quantities Stated on this form are estimates only and shall not be  
construed as a guarantee of quantities under this contract

Item No.	Item Description	Quantity	UOM	Unit Price	Extended Amount
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7	Group A: Motor Coach Service from Nicholls State University to various Cities. Base Charge per day	500	Day	\$_____	\$_____
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8	Group A: Additional Driver Charges (relay driver) - Minimum 50 Passenger Bus	40	Each	\$_____	\$_____
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**Group B: Minimum 30 Passenger Bus Used  
by Sports with under 20 members**

by sports with under 25 members	
9	Type of Bus- minimum 30 passenger - must include make, model, year, and passenger capacity. Attach additional sheets if necessary

N/A
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10	Group B: Motorcoach service from Nicholls State University to New Orleans Airport (one Way) Per Bus. Minimum 30 passenger bus to be used by sports with under 20 members	3	Each	\$_____	\$_____
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11	Group B: Motorcoach service from Nicholls State University to Baton Rouge Airport (one Way) Per Bus. Minimum 30 passenger bus to be used by sports with under 30 members	3	Each	\$_____	\$_____
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**BID FORM**  
**Nicholls State University**  
**Thibodaux, Louisiana**  
**Charter Buses – Nicholls State University Athletic Teams**  
**Page 3 of 4**

Quantities Stated on this form are estimates only and shall not be construed as a guarantee of quantities under this contract

Item No.	Item Description	Quantity	UOM	Unit Price	Extended Amount
12	Group B: Motorcoach service from Nicholls State University to Lafayette Airport (one Way) Per Bus. Minimum 30 passenger bus to be used by sports with under 20 members	3	Each	\$_____	\$_____
13	Group B: Motorcoach service from Nicholls State University to Lake Charles Airport (one Way) Per Bus. Minimum 30 passenger bus to be used by sports with under 20 members	3	Each	\$_____	\$_____
14	Group B: Motor Coach Service from Nicholls State University to various Cities: One thirty (30) seat bus to be used by sports with under 20 members. Quote per mile charge.	15,000	Mile	\$_____	\$_____
15	Group B: Motor Coach Service from Nicholls State University to various Cities. One thirty (30) passenger Bus for sports with under 20 members. Base Charge per day	300	Day	\$_____	\$_____
16	Group B: Additional Driver Charges (relay driver) - Minimum 30 Passenger Bus for sports with under 20 members.	40	Each	\$_____	\$_____



**BID FORM**  
**Nicholls State University**  
**Thibodaux, Louisiana**  
**Charter Buses – Nicholls State University Athletic Teams**  
**Page 4 of 4**

17	Fuel Surcharge Base Rate	\$ _____			
	Price will increase by this percentage	_____ %	every	\$ _____	increase/gallon
	Fuel Surcharge Scale				
	_____ % Cost/Gal	\$ _____	to	\$ _____	
	_____ % Cost/Gal	\$ _____	to	\$ _____	
	_____ % Cost/Gal	\$ _____	to	\$ _____	
	_____ % Cost/Gal	\$ _____	to	\$ _____	
	_____ % Cost/Gal	\$ _____	to	\$ _____	
	_____ % Cost/Gal	\$ _____	to	\$ _____	
	_____ % Cost/Gal	\$ _____	to	\$ _____	
	_____ % Cost/Gal	\$ _____	to	\$ _____	
	_____ % Cost/Gal	\$ _____	to	\$ _____	
	_____ % Cost/Gal	\$ _____	to	\$ _____	
NOTE: Fuel Surcharge rate and cost shall be stated on each quote and invoice					

Bid Submitted by: \_\_\_\_\_  
Name of Firm

Company Representative \_\_\_\_\_  
Please print or type name

Telephone \_\_\_\_\_

Email \_\_\_\_\_

**NOTE TO BIDDER: PLEASE REFER TO SECTION SEVEN (7) OF THE INSTRUCTIONS TO BIDDERS. PLEASE ADVISE HOW THE SIGNER OF THIS BID COMPLIES WITH RS 39:1594(C)(4)**

**Please provide supportive documentation for signature authority as required in section Seven (7) of the instruction to bidders.**

**RECEIPT OF ADDENDUM (S) SHOULD BE ACKNOWLEDGED ON THIS BID FORM. FAILURE TO ACKNOWLEDGE ADDENDUM (S) MAY BE CAUSE FOR BID TO BE REJECTED.**

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

## 2022 - 2023 Nicholls State University Bus Charter Bid

**SPORT: Football**

	Opponent	Game Date	Destination	Depart Date	Return Date	Passenger's	Price
	So Alabama	9/3/2022	Mobile, AL	9/2/2022	9/4/2022	150	
	UL Monroe	9/10/2022	Monroe, LA	9/9/2022	9/11/2022	150	
	SEMO	9/17/2022	Cape Girardeau, MO	9/16/2022	9/18/2022	150	
	Northwestern	10/1/2022	Natchtoches, LA	9/30/2022	10/2/2022	150	
	Houston Baptist	10/8/2022	Houston, TX	10/7/2022	10/9/2022	150	
	McNeese	11/12/2022	Lake Charles, LA	11/12/2022	11/12/2022	150	
				Total			

**SPORT: Women's Basketball**

Opponent	Game Date	Destination	Depart Date	Return Date	Price
<u>Colorado State (Tenative 4 days)</u>	11/23 - 11/24	Denver, CO	11/21/2022	11/24/2022	50
<u>Houston (2 day trip - One night hotels) (Tenative)</u>	TBD	Houston, TX	1 Day before	After game	50
<u>Ole Miss (2 day trip - One night hotels) (Tenative)</u>	TBD	Oxford, MS	1 Day before	After game	50
<u>SFA</u>	1/2/2023	Nacogdoches, TX	1/1/2023	1/3/2023	50
<u>UCA</u>	1/12/2023	Conway, AR	1/11/2023	1/13/2023	50
<u>Lamar</u>	1/23/2023	Beaumont, TX	1/22/2023	1/24/2023	50
<u>SLU</u>	1/26/2023	Hammond, LA	1/26/2023	1/26/2023	50
<u>ACU (Road Swing)</u>	2/6/2023	Abiene, TX	2/4/2023	Road	50
<u>HBU (Road Swing)</u>	2/9/2023	Houton, TX	Road	2/9/2023	50
<u>McNeese</u>	2/20/2023	Lake Charles, LA	2/19/2023	2/21/2023	50
<u>UNO</u>	2/23/2023	New Orleans, LA	2/23/2023	2/23/2023	50
<u>NWST</u>	2/27/2023	Natchitoches, LA	2/26/2023	2/28/2023	50
<u>Conference Tournament</u>		Katy, TX	TBD	TBD	50
				Total	

Bidder should attach a quote for each trip listed using the pricing data from the bid form. Please submit this page with the total quoted price per trip and the quote sheet used to calculate the trip pricing.



**Bid Attachment A**  
**Page 2 of 3**

**2022 - 2023 Nicholls State University Bus Charter Bid**

**SPORT: Men's Baseball**

<b>Opponent</b>		<b>Game Date</b>	<b>Destination</b>	<b>Depart Date</b>	<b>Return Date</b>	<b>Price</b>
SPORT: Men's Baseball	McNeese & Holy Cross	March 1-4	Lake Charles, La	2/28/2023	3/4/2023	40
	UNO	3/10/2023	New Orleans	3/10/2023	3/10/2023	40
	Arkansas Pine Bluff	3/13/2023	Pine Bluff, Arkansas	3/12/2023	Swing	40
	Central Arkansas	3/15-3/17	Conway, Arkansas	Swing	3/17/2023	40
	LSU	3/20/2023	Baton Rouge	3/20/2023	3/20/2023	40
	Tulane	3/27/2023	New Orleans	3/27/2023	3/27/2023	40
	Lamar	3/30/2023	Beaumont	3/29/2023	3/31/2023	40
	Northwestern State	4/5-4/7-2023	Natchitoches	4/5/2023	4/7/2023	40
	Southeastern	43573	Hammond	4/18/2023	4/18/2023	40
	Southeastern	43574	Hammond	4/19/2023	4/19/2023	40
	Southern	43586	Baton Rouge	5/1/2023	5/1/2023	40
	UTA-ACU	5/13-5/182023	Arlington-Abilene, Tx	5/13/2023	5/18/2023	40
<b>Total</b>						

**SPORT: Volleyball**

<b>Opponent</b>		<b>Game Date</b>	<b>Destination</b>	<b>Depart Date</b>	<b>Return Date</b>	<b>Price</b>
SPORT: Volleyball	Memphis Tournament	8/26-27/22	Memphis, TN	08/25/22	08/28/22	25
	Jacksonville State Tournament	9/9-10/22	Jacksonville, AL	09/08/22	09/11/22	25
	Wyoming Tournament	9/16-17/22	Laramie, Wyoming	09/15/22	09/18/22	25
	McNeese	09/24/22	Lake Charles, LA	09/23/22	09/24/22	25
	New Orleans	09/29/22	New Orleans, LA	09/29/22	09/29/22	25
	Southeastern	10/01/22	Hammond, LA	07/18/02	10/1/2022	25
	HBU	10/20/22	Houston, TX	10/19/22	10/21/2022	25
	Corpus Christi	10/22/22	Corpus Christi, TX	10/21/22	10/23/2022	25
	TAMUC	10/27/22	Commerce, TX	10/26/22	10/28/2022	25
	Northwestern State	10/29/22	Natchitoches, LA	10/29/22	10/30/22	25
	Southland Conference Tournament	11/17/20/22	Katy, TX	11/16/22	11/21/22	25
<b>Total</b>						

Bidder should attach a quote for each trip listed using the pricing data from the bid form. Please submit this page with the total quoted price per trip.

Price

[illegible]



# STANDARDIZED INSURANCE REQUIREMENTS FOR STATE AGENCY CONTRACTS

## CHAPTER 6

### INSURANCE AND INDEMNIFICATION

Before commencing work, the Other Party shall obtain at its own cost and expense the following insurance placed with insurance companies authorized to do business in the State of Louisiana with A.M. Best ratings of **A-:VI or higher**. The Other Party shall provide evidence of such insurance as required by the Agency. The Certificates of insurance shall confirm that a thirty-day policy cancellation notice has been provided to the Agency for all of the following stated insurance policies. All cancellation notices shall name the Other Party and identify the agreement or contract number.

A. **Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Other Party's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per person/per disease. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. If A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

B. **Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

C. **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. The ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for the following automobile coverage classes:

1. Owned automobiles
2. Hired automobiles
3. Non-owned automobiles

Location of operations shall be "All Locations".

Note: If the vendor/contractor does not own an automobile and an automobile is utilized in the execution of the contract, then only hired and non-owned coverage is acceptable. If an automobile is not utilized in the execution of the contract, then automobile coverage is not required.

D. **Professional Liability**

Professional Liability shall have minimum limit of \$1,000,000. Claims-made coverage is acceptable. This coverage may be listed in the "Special Conditions" of the bid/contract.

- E. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Other Party shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract. Upon failure of the Other Party to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Other Party to purchase and/or maintain any required insurance shall not relieve the Other Party from any liability or indemnification under the contract.



F. All Certificates of Insurance of the Other Party shall reflect the following:

- 1) The Other Party's insurer will have no right of recovery or subrogation against the Agency. It is the intention of the parties that the Other Party's insurance policies shall protect both parties and shall be the primary coverage for any and all losses that occur under the contract.
- 2) The Agency shall be named as an additional insured as regards negligence by the contractor. The ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable.
- 3) The insurance companies issuing the policy or policies shall have no recourse against the Agency for payment of any premiums or for assessments under any form of the policy or policies.

G. The following Indemnification Agreement shall be a provision of the contract:

The Other Party agrees to save and hold harmless, protect, defend, and indemnify the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, employees and volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Other Party, its agents, servants and employees, or any and all costs, expenses and/or attorney fees incurred by the Other Party as a result of any claim, demands, and/or causes of action, except those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, employees and volunteers. The Other Party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim, demand or suit is groundless, false or fraudulent.

- H. Any deductibles or self-insured retentions must be declared to and accepted by the Agency. Any and all deductibles shall be assumed in their entirety by the Other Party.
- I. All property losses caused by the actions of the Other Party shall be adjusted with and made payable to the Agency.
- J. Neither the acceptance of the completed work nor payment shall release the Other Party from the insurance requirements and indemnification agreement obligations.
- K. Additional insurance may be required on an individual basis for hazardous activities and specific service agreements. If such additional insurance is required for a specific contract, that requirement should be added to the list of required coverages found in the appropriate Exhibit.
- L. If the Other Party does not continue to comply with all of the insurance requirements at any time during the contract or at contract renewal, the Agency has the following options:
  1. Payments to the Other Party may be withheld until the requirements have been met;
  2. The Agency may pay any renewal policy premiums and withhold such payments from any monies due the Other Party;
  3. The Agency may suspend, discontinue or terminate the contract.



## EXHIBIT A

### **INSURANCE REQUIREMENTS FOR CONTRACTORS**

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

#### **A. MINIMUM SCOPE AND LIMITS OF INSURANCE**

1. **Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. **Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

#### **B. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

#### **C. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
- c. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

## 2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

## 3. All Coverages

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

## **D. ACCEPTABILITY OF INSURERS**

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

## **E. VERIFICATION OF COVERAGE**

Contractor shall furnish the Agency with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

## **F. SUBCONTRACTORS**

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.



**G. WORKERS COMPENSATION INDEMNITY**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance.

The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

**H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT**

Contractor agrees to protect, defend, indemnify, save, and hold harmless, Nicholls State University, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of Nicholls State University, the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

**EXHIBIT E**  
**INDEMNIFICATION AGREEMENT**

The \_\_\_\_\_ {Contractor/Lessee} agrees to protect, defend, indemnify, save, and hold harmless, Nicholls State University, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of

\_\_\_\_\_ {Contractor/Lessee}, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by \_\_\_\_\_ {Contractor/Lessee} as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

\_\_\_\_\_ {Contractor/Lessee} agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

Accepted by \_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date Accepted \_\_\_\_\_

Is Certificate of Insurance Attached? \_\_\_\_\_ Yes \_\_\_\_\_ No

Contract No. \_\_\_\_\_ for

Nicholls State University  
State Agency Name

PURPOSE OF CONTRACT: \_\_\_\_\_  
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